

REQUEST FOR PROPOSALS
INTERMEDIARY AGENCY FOR THE ADMINISTRATION OF FINANCIAL
ASSISTANCE FUNDS TO MENTORS OF EX-OFFENDERS

SPECIFICATIONS

Information for Bidders (Background)

More than half (52 percent) of former state prisoners are back behind bars within three years after their release, either as a result of a parole violation or because they have committed a new crime. The cycle of recidivism has layers of negative consequences for the individual, families and communities. The cost to taxpayers is enormous considering that more than \$60 billion is spent each year on prisons and jails in the United States (Cobbs et al. 2009).

The New Jersey Department of Corrections (NJDOC) addresses prisoner reentry on a continuum with services that begin during incarceration and extend for various periods post-incarceration. The NJDOC's Division of Programs and Community Services oversees several state and federally funded reentry programs. These include the Chaplaincy Network Program for mentoring offenders and the federally-funded Prisoner Reentry Initiative for job placement assistance and access to community resources.

Through the Chaplaincy Network Program (CNP), volunteer mentors assist ex-offender mentees in accessing core services that will assist them in developing essential life skills necessary for successful family and community reintegration. The assistance provided by the mentors is guided by the inmate's discharge plan provided by the department's Office of Transitional Services and informal needs assessments conducted by the mentors. A multi-modal mixture of services may be provided that include, but are not limited to, identifying and registering for educational and/or vocational training, accessing mental health, family, substance abuse or domestic violence counseling, and securing employment or housing. The relationship begins with a mandatory face-to-face visit prior to the mentee's release and may continue for a total term of up to two years. Post-release mentoring ideally transpires through a minimum of three contacts per month.

The NJDOC has received federal American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act) funds to support expansion of the Chaplaincy Network Program. Through the CNP Expansion Project, mentors will offer assistance to 90 mentees in accessing core services and may provide financial assistance funds, as needed

and pre-approved by the Office of Chaplaincy Services. The target population for the CNP Expansion Project will be limited to adult male and female inmates returning to the counties of Atlantic, Burlington, Camden, Mercer and Essex. Inmates in the NJDOC's 13 state correctional facilities can participate in the program. However, participation is subject to recommendation by the correctional facility chaplain or social worker.

The NJDOC and the NJ State Parole Board (NJSPB) will build upon existing partnerships to create a seamless mentoring continuum. The NJSPB will include the Chaplaincy Network Program in the inmate's case plan, ensuring that the mentoring relationship will be sustained once the inmate makes the transition to parole.

Important Dates

- RFP release date: **October 22, 2010**
- End of question period: **November 3, 2010**
- All questions and answers posted on the NJDOC web site: **November 12, 2010**
- Proposal closing date: **November 19, 2010**
- Contract award: **December 1, 2010**

Eligible Organizations

In order to be eligible for consideration, bidders must be a for-profit or non-profit corporation duly registered to conduct business in the State of New Jersey, including faith-based organizations. Government entities are also eligible to respond to the Request for Proposals.

The mentoring initiative will occur in the counties of Atlantic, Burlington, Camden, Essex and Mercer. The provider organization shall be located in one of the above stated counties.

Scope of Work

The NJDOC is contracting an intermediary agency for administration of the mentor financial assistance funds. The intermediary agency will disburse funds to the mentors as a reimbursement for allowable costs approved by the NJDOC through the CNP Expansion Project.

Mentor Requests for Reimbursement

Within the first week of the offender/mentee's release, the mentor will prepare a "Request for Financial Assistance" form and submit the request to the CNP social worker for review and approval. The form will identify which items on the approved list are likely to be needed for the mentee. Allowable costs and the maximum spending for each item over the duration of the mentee's participation in the project include the following:

- Work clothing \$150
- Emergency housing \$300
- Bus passes \$300
- Toiletries \$100
- GED testing fee \$100
- Mileage reimbursement for mentors @\$.31 per mile x 1000 miles - \$310
- Meal reimbursement for mentee - \$7 breakfast, \$10 lunch and \$15 for dinner - \$200
- School supplies, books, etc. \$400

A copy of the approved "Request for Financial Assistance" form will be forwarded by the NJDOC to the successful bidder as reference. Additionally, the CNP social worker will contact the successful bidder and advise of the set-aside amount of mentoring funds for the particular mentee (not to exceed \$1,000) in accordance with the approved "Request for Financial Assistance" form. The successful bidder will obligate funds for each mentor equivalent to the set-aside amount approved by the NJDOC.

Mentors must save all receipts to submit to the successful bidder for reimbursement. Receipts may be submitted on a continuous basis as pre-approved costs are incurred. Once the mentor submits receipts, the successful bidder verifies that the costs are allowable in accordance with the approved "Request for Financial Assistance" form up to the total amount of obligated funds, not to exceed \$1,000. The mentors will be reimbursed by the successful bidder on a monthly basis after the successful bidder submits an invoice to the NJDOC for these charges and receives payment. The successful bidder shall disperse funds to the mentors within seven calendar days of receiving payment from the NJDOC.

Intermediary Agency Invoicing

The NJDOC will reimburse the successful bidder on a monthly basis for administrative

costs incurred during the preceding month as well as for pending reimbursement to the mentors for receipts submitted and approved. The successful bidder will submit an invoice to the NJDOC and copies of all receipts submitted by the mentors for which reimbursement is pending. If a receipt is questionable and not associated with an item on the approved list, the cost of the item will not be approved by the NJDOC.

American Recovery and Reinvestment Act of 2009

The successful bidder must agree to comply with all applicable provisions of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) (“ARRA” or “Recovery Act”), as amended.

The successful bidder must agree that U. S. Department of Justice (including Office of Justice Programs and the Office of the Inspector General, and its representatives, and the Government Accountability Office), shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award, including such records of any subrecipient, contractor, or subcontractor. The successful bidder also understands and agrees that DOJ and GAO are authorized to interview any officer or employee of the organization regarding transactions related to this Recovery Act award.

The successful bidder agrees to maintain records that identify adequately the source and application of Recovery Act funds, to maximize the transparency and accountability of funds authorized under the Recovery Act as required by the Act and in accordance with 2 C.F.R. 215.21, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations” and OMB A-102 Common Rules provisions (relating to Grants and Cooperative Agreements with State and Local Governments).

The accounting systems of the successful bidder must ensure that these Recovery Act funds are not commingled with funds from any other source.

The successful bidder agrees that all personnel whose activities are to be charged to the contract will maintain timesheets to document hours worked for activities related to this award and non-award related activities.

The successful bidder agrees to maintain current registration in the Central Contractor Registration (www.ccr.gov) at all times during which the contract is effective. A Dun

and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

Reporting

The successful bidder agrees to comply with the Recovery Act's Section 1512 Reporting and Registration Requirements imposed upon the NJDOC and its contractors.

- a. On a monthly basis, prior to the 4th day of the month, the successful bidder will report to the NJDOC on the use of Recovery Act funds provided through the contract for wages and consumable supplies purchases, if applicable, as follows:
 - i. The successful bidder will report the number of personnel hours paid to staff with Recovery Act funds in the preceding month, the job title(s) and hourly wage(s).
 - ii. If a product or service is purchased with Recovery Act funds in the preceding month, the intermediary agency must provide the vendor name, the vendor Duns number, the vendor zip code, the product or service description and the payment amount.
 - iii. If equipment, software or Internet or phone service is purchased with Recovery Act funds in the preceding month, the intermediary agency must report the costs for each item or service.
 - iv. The report may be forwarded to the NJDOC, via e-mail, in a format developed by the successful bidder and agreed to by the NJDOC.

Vendor Proposal

Proposals submitted in response to this Request for Proposals are to describe in narrative form the intermediary agency's general approach to accomplishing the described tasks. An annualized project budget for the period of December 1, 2010 – November 30, 2011 must include separate line items for personnel hourly wages and additional costs such as supplies, equipment, service fees i.e. telephone, etc.

The proposals must include information regarding:

- mission and/or background of the intermediary agency
- location of the intermediary agency
- staffing qualifications
- table of organization
- backup staff
- prior and/or current experience serving as an intermediary agency (if applicable)
- description of financial accounting system to be utilized
- method for processing mentor reimbursement requests
- method of disbursing reimbursement
- anticipated difficulties with the tasks as described by this Request for Proposals
- other state agency contracts (if applicable)
- prior and/or current partnerships with the New Jersey Department of Corrections' Chaplaincy Network (if applicable)
- project budget

Selection criteria will be based upon the following:

- Vendor's understanding of the services based on content of the proposal.
- Completeness of the proposal
- Vendor's qualifications
- Vendor's experience in similar work
- Price and other factors

Availability of Funds

Federal Recovery Act funds in the amount of \$112,500 are available for an annualized project period. Funding will be awarded for one contract of up to \$112,500. \$90,000 of the contract award will be obligated to reimburse mentors. The balance of up to \$22,500 shall be budgeted to support the hourly fees and costs charged by the successful bidder to administer the funds and correspond with the NJDOC on this project. All eligible organizations may provide a bid for services that includes an annualized budget with separate line items for personnel hourly wages and additional costs such as supplies, equipment, service fees i.e. telephone, etc. Bids are not to exceed \$22,500 to be invoiced monthly.

On a monthly basis, the successful bidder shall invoice the NJDOC based upon costs

incurred during the preceding month for their services. A second invoice shall be submitted for all pending mentor reimbursements for the previous month, which must include copies of all receipts for which reimbursements to mentors are pending. This is a cost reimbursement contract. No advance of funding will be allowable. The successful bidder will submit a State of New Jersey Payment Voucher with each invoice.

The successful bidder shall recognize and agree that both the initial provision of funding and the continuation of such funding under the agreement are expressly dependent upon the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated by the Legislature or are otherwise unavailable, the NJDOC reserves the right to terminate the contract upon written notice to the successful bidder. Said termination shall not be deemed a breach of contract by the NJDOC or an event of default under the contract. Should such an event occur, the successful bidder shall be entitled to compensation of all satisfactory and authorized services completed as of the termination date. Upon such termination, the successful bidder shall have no right to recover from the NJDOC any actual, general, special, incidental, consequential, punitive or any other damages whatsoever of any description or amount. In addition, future funding shall not be anticipated from the NJDOC beyond the duration of the award period set forth in the contract and in no event shall the contract be construed as a commitment by the NJDOC to expend funds beyond the expiration date set in the contract.

Cost Proposal

The vendor must submit all requested pricing information. Failure to submit all requested pricing information may result in the intermediary agency's proposal being considered materially non-responsive. The successful bidder must hold its price(s) firm through the contract period of 12 months from the effective date of this contract.

Organization Chart

The vendor should include a program organization chart, with names showing Board of Directors/Trustees, management, supervisory and other key personnel (including subcontractor's management, supervisory or other key personnel) to be assigned to the project. The chart should include the labor category and title of each such individual.

Experienced Staff

The vendor shall document its ability to provide the services outlined in Section 4 – Scope of Work.

Backup Staff

The vendor should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

Ownership of Materials

All documents and records, regardless of form, prepared by the successful bidder in fulfillment of the contract shall be transmitted to the NJDOC and shall become the property of the State.

Equipment

The NJDOC reserves the right to make claim to all equipment, regardless of type, form and cost, procured by the successful bidder in fulfillment of the contract with grant or contract monies.

Indemnity/Liability To Third Parties

The successful bidder shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on the account of the loss of life, property or injury or damages to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from (1) the work and/or materials supplied under the contract; or (2) any failure to perform the successful bidder's obligations under the contract or any improper or deficient performance of the successful bidder's obligations under the contract.

Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the successful bidder under a contract, nor shall they be construed to relieve the provider from any liability, nor preclude the State of New Jersey, its

Agencies and/or the Department of Corrections from taking any other actions available to them under any other provisions of the contract or otherwise in law.

Availability of Records

The successful bidder shall maintain weekly payroll, cost and accounting records related to the services performed on the project, including expenses pertaining to additional services required by the State on the project. Such records shall be maintained and available for the State of New Jersey and/or Department of Corrections' inspection as to all aspects of the work. These records shall be retained for a period of seven (7) fiscal years after the expiration of the State's fiscal year in which the contract expires or in which final payment is received by the successful bidder under a contract, whichever occurs later. (The State's fiscal year is from July 1 through June 30). At the request of the NJDOC, the successful bidder shall promptly furnish, free of charge, all information and copies of all records which the NJDOC requests. The successful bidder shall allow the NJDOC to visit the office(s) of the successful bidder periodically, upon reasonable notice, in order to review any document related to the contract or to otherwise monitor work being performed by the successful bidder pursuant to the contract. Any failure by the successful bidder to maintain or produce such records or to otherwise cooperate with the NJDOC may be cause for termination of the contract and/or suspension or debarment of the intermediary agency from State contracts.

Audit Requirements

Examination in the form of an audit may be conducted by qualified individuals who are sufficiently independent of those who authorize the expenditure of contract funds to produce unbiased opinion, conclusions, or judgments. These audit examinations are intended to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the contract and the accounts and that financial reports fairly present the results of the successful bidder's operations. The NJDOC will require submission of the successful bidder's annual organization-wide audit. Audits shall be conducted in accordance with generally accepted accounting principles and government auditing standards. The audit of the successful bidder must be in accordance with the applicable regulations (and their subsequent revisions) as follows:

Federal OMB Circular A-133 Revised, Audits of States, Local Governments and Non-profit Organizations.

U.S. Government Accountability Office, Government Auditing Standards.

The successful bidder is required to specifically identify Recovery Act funding on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133, if applicable. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, the inclusion of the prefix “ARRA-” in identifying the name of the Federal program on the SEFA and the first characters in Item 9d of Part III on the SF-SAC. This information is needed to allow the NJDOC to properly monitor subrecipient expenditure of Recovery Act funds as well as facilitate oversight by the Federal awarding agencies, the U.S. Department of Justice Office of the Inspector General (OIG) and the Government Accountability Office (GAO).

At any time during the contract term, the successful bidder’s overall operations, its compliance with specific contract provisions, and the operations of any subcontractors engaged by the successful bidder may be subject to audit by the NJDOC.

Whether or not such audits are conducted during the contract term, a final financial and compliance audit of contract operations, including the relevant operations of any subcontractors, may be conducted after contract termination or expiration. The successful bidder is subject to audit up to five years after termination or expiration of a contract. If any audit has been started but not completed or resolved before the end of the five-year period, the successful bidder continues to be subject to audit until it is completed and resolved.

The successful bidder shall agree to assure timely and appropriate resolution of audit findings and recommendations.

Data Confidentiality

All data contained in documents supplied by the State or NJDOC after the award of the contract, any data gathered by the successful bidder in fulfillment of the contract and any analysis thereof (whether in fulfillment of the contract or not) are to be considered confidential and shall be solely for the use of the provider of the information. The successful bidder is required to use reasonable care to protect the confidentiality of the data including, but not limited to, requiring incorporation of this term into its contract with its subcontractor(s), if any. Any use, sale or offering of this data in any form by the

successful bidder, its employees, subcontractors or assignees will be considered a violation of this contract and will cause the infraction to be reported to the State Attorney General for possible prosecution. Penalties for violations of such guarantees include, but are not limited to, termination of the contract and/or legal action without the State being liable for damages, costs and/or attorney fees. The successful bidder shall be liable for any and all damages arising from its breach of this confidentiality provision.

Publicity

The successful bidder is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Commissioner, New Jersey Department of Corrections.

Advertising

The successful bidder shall not use the State's name, New Jersey Department of Corrections, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Commissioner, New Jersey Department of Corrections.

Lobbying

The successful bidder must certify that no Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Grant or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, it shall complete and submit to the NJDOC Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

It shall require that the language of this certification be included in the award documents

for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into a contract supported by Federal grant funds, imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 or not more than \$100,000 for each such failure.

Anti-discrimination and Affirmative Action

The successful bidder shall comply with the requirements of the state's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5, et al., and P.L. 1975, c. 127, as amended, and all implementing regulations. Failure to comply with these laws, rules, regulations, and state circulars will be grounds for termination of the contract.

Contract Award and Contract Period

The contract shall be awarded with reasonable promptness by written notice to that responsible bidder whose bid meets the aforementioned specifications and will be most advantageous to the State, price and other factors considered. NJDOC staff may request a site visit to the intermediary agency prior to awarding the contract. The contract will be in effect for 12 months. The proposed program shall commence within fourteen calendar days of the award of the contract.

The contract period may be renewed for one additional 12-month period, or fraction thereof, dependent upon the availability of funds and the performance of the successful bidder.

Required forms and documentation

The following forms must be downloaded, printed, completed, signed, and returned with the proposal:

- State of New Jersey Terms and Conditions

The above form is found at:

<http://www.state.nj.us/treasury/purchase/forms/pbst.pdf>

- Ownership Disclosure Form, Disclosure of Investigations
- Affirmative Action Employee Information Report
- MacBride Principles Certification

The above forms are found at:

<http://www.state.nj.us/treasury/purchase/forms/StandardRFPForms.pdf>

- Chapter 51 Certification Form (Political Contributions)

The above form and instructions are found at:

http://www.state.nj.us/treasury/purchase/forms/eo134/c51_cd_instr.pdf

http://www.state.nj.us/treasury/purchase/forms/eo134/c51_cd.pdf

- Chapter 271 Certification Form (Political Contributions)

The above form is found at:

<http://www.state.nj.us/treasury/purchase/forms/CertandDisc2706.pdf>

- State Tax Set Off Form

The above form is found at:

<http://www.state.nj.us/treasury/purchase/forms/pbtax.pdf>

If there is a conflict between the terms of this RFP and the State of New Jersey Terms and Conditions, the terms of this RFP shall take precedence.

Questions regarding this RFP may be faxed or e-mailed prior to the end of the question period, to:

New Jersey Department of Corrections
Attn: Joy Murl
P.O. Box 863
Whittlesey Road
Trenton, NJ 08625-0863

Fax: 609-984-3428
E-mail: joy.murl@doc.state.nj.us

All questions and answers will be posted on the NJDOC web site.